

3-0045

STORAGE

97-14  
1100-100-17

ESSEX

AGREEMENT

Between

Newark, City of  
CITY OF NEWARK

ESSEX COUNTY, NEW JERSEY

and

PROFESSIONAL FIRE OFFICERS ASSOCIATION

LOCAL 1860, IAFF, AFL-CIO

LIBRARY

Institute of Management and  
Labor Relations

OCT 19 1981

RUTGERS UNIVERSITY

X January 1, 1978 through December 31, 1978

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
	Preamble	1
1	Purpose	1
2	Union Recognition	1
3	Probationary Period	2
	Seniority List	3
4	Union Security	3
	Check-off	4
5	Exchange of Tours or Days Off	4
	Transfers	4
	Acting Out of Rank	5
6	Compassionate Leave	6
	Compensatory Time	7
7	Holidays	7
	Holiday Pay	8
	Pro Rata	10
8	Vacation	10
	Procedure of Choosing for Officers	11
	Procedure of Choosing for Firemen	11
	Summer Split Vacation Period	12
	Full Vacations	12
9	Time Off and Leave of Absence	14
	Leave of Absence	16
	Military Leave	16
	Accrued Compensatory Time	16
	Sick Leave	17
	Leave of Absence for Education	17
	Notice of Retirement	17
10	Union Bulletin Boards	17
11	Manpower	18
	Scheduled Overtime	18
	Non-Scheduled Overtime	18
	Emergency Overtime	18
12	Life & Health Insurance	19
		19a
		19b

<u>ARTICLE</u>		<u>PAGE</u>
13	Promotions	20
14	Management Rights	21
15	Rules and Regulations	22
16	No Strike - No Lockout	23
17	Hours of Work	24
18	Overtime	25
19	Longevity	26
20	Clothing Allowance	27
21	Training of New Officer Personnel	27
22	Safety Program Accident Review Board	27 28
23	Riots and Duties of Police	28
24	Mutual Aid	29
25	Non-Fire Fighting Activities	29
26	Fire Labor-Management Committee	29
27	Grievance Procedure Arbitration Union Visitation	30 31 32
28	Duration Negotiations Negotiations Procedure	33 33 33
29	Savings Clause	34
30	Fully Bargained Provisions  Appendix A  Appendix B	34 36 38

PREAMBLE

THIS AGREEMENT entered into this      day of  
                 , 1979, between the CITY OF NEWARK, a Municipal  
Corporation of the State of New Jersey, hereinafter referred  
to as the "City", party of the first part, and PROFESSIONAL  
FIRE OFFICERS' ASSOCIATION, LOCAL 1860, IAFF, AFL-CIO, herein-  
after referred to as the "Union", party of the second part.

ARTICLE 1

1.01         Purpose

The parties hereto have agreed to enter into these  
presents for the purpose of more effectively defining duties,  
privileges, work conditions and remunerations respecting the  
employment of such employees and to promote harmonious relation-  
ships between the parties, and effect a good and efficient service.

ARTICLE 2

2.01         Union Recognition

The City hereby recognizes the Union as the sole and  
exclusive bargaining agent for all officers employed by the  
Newark Fire Department, including Deputy Chiefs, Battalion Chiefs,  
Captains, Chief of Fire Signal System Operations, Chief of Fire  
Signal, System; Maintenance and Construction, Assistant Chief  
Fire Signal System-Operations, Assistant Chief of Fire Signal  
System - Maintenance and Construction, Chief Inspector, Bureau

of Combustibles, Assistant Chief Inspector-Bureau of Combustibles, Supervisor of Apparatus, Chief Operators and Line Foremen, but excluding all Fire Fighters and other non-supervisory employees; managerial executives, craft and professional employees and Policemen, as per certification Docket R-124, dated June 8, 1970.

2.02

If there is a conflict between the General Rules and Regulations of the Fire Department, or between Civil Service Laws and this Agreement, the terms and provisions of this Agreement shall apply.

2.03

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

2.04

Whenever the words "employee" or "employees" is used herein, it means only those persons covered by this Agreement.

ARTICLE 3

3.01      Probationary Period

All newly promoted officers appointed from a certified Civil Service list shall serve a probationary period of 90 days, and shall have no seniority rights during this period. All such officers who have satisfactorily completed 90 days shall become permanent employees, and the probationary period shall be considered part of their seniority time.

3.02

Seniority List

The Fire Department shall establish seniority list and it shall be brought up to date on January 1st of each year, and immediately posted thereafter in each and every fire station, and a copy of the same mailed to the Secretary of the Union. Any objections to the seniority list as posted shall be reported to the Fire Department within thirty (30) days, but it shall stand approved.

ARTICLE 4

4.01

Union Security

All employees covered by this Agreement who are members of the Union at the time this Agreement is ratified or who hereafter become members thereof during the term of this agreement, must retain their membership in the Union for the duration of this Agreement by offering to pay regular monthly dues and initiation fees assessed against all members. Any employee may resign from the Union during the 30-day period immediately preceding the termination of this contract. Notice of withdrawal must be submitted by the employee to the Union in writing and a copy thereof furnished to the City of Newark.

4.02

The Union agrees that it will indemnify and save harmless the City of Newark against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the City of Newark at the request of the Union under this Article.

4.03

Check-off

Upon the written authorization by an employee, covered by this Agreement, the City agrees to deduct once each month from the salary of each employee the sum certified as Union dues, and forward the sum to the Union Treasurer and/or any other duly authorized union officer.

15

ARTICLE 5

5.01

Exchange of Tours or Days Off

The Director, Chief, Deputy Chief, or Battalion Chief may grant the request for any two officers to exchange tours or days off limited to two consecutive working days or nights. The Director or Acting Director may grant approval for exchanges of greater duration than two consecutive working days or nights.

Exchanges shall be permitted only where one of the two officers involved has exhausted his allotted compensatory days or where one of the officers had requested a compensatory day and been denied.

5.02

Transfers

The Fire Department will publish in January of each year a list of those members of the unit who will reach the age of 65 during that calendar year. In addition thereto, the Fire Department will notify the Union when a member of the unit has filed for retirement or has otherwise severed his employment as a fire officer.

The Director has the exclusive authority to assign or transfer all officers. Prior to making the actual assignment or transfer, the Director will consult with the Union concerning transfers within the firefighting division. In making his decision, the Director will give consideration to such factors as qualifications, seniority and the good of the department.

5.03 Acting Out of Rank

The City agrees that if an employee covered by this contract acts in a position above his rank for more than five (5) hours, he shall be paid for the tour of duty that he serves that position at the minimum rate of pay for the tour of duty that he serves that position at the minimum rate of pay of the higher rank. In the instance of absence of the Fire Chief for vacation or extended sick leave, then his positions will be filled by the Deputy Chief who shall be paid at the Chief's base salary.

Fire Officers filling the Commanding Officers position during sick leave and normal vacation periods of the Commanding Officer will be paid the minimum base rate of pay of the higher rank from the first day under the following conditions:

(a) The sick leave is in excess of four (4) consecutive working days.

(b) The normal vacation period is in excess of four (4) consecutive working days.

The aforementioned Section shall apply under the

circumstances noted above only to Fire Officers filling-in for the Commanding Officer in the following Staff Function Areas:

1. Arson Squad
2. Bureau of Combustibles
3. Communications
4. Community Relations
5. Fire Prevention
6. Special Services
7. Telegraph
8. Training Academy
9. Planning and Research

Pursuant to an arbitration award by Arbitrator Charles Sobol, during scheduled vacation periods, thirty-three and one-third (33 1/3) per cent of the officers in the Fire Fighting services who are on vacation, shall be replaced by officers of the same rank.

#### ARTICLE 6

##### 6.01      Compassionate Leave

Five (5) calendar days funeral leave shall be granted with pay for all working days included in the five (5) calendar day period following the death of the employee's father, mother, wife, child, brother or sister. In addition, each employee covered by this Agreement shall be granted funeral leave with pay of two (2) working days to attend the funeral services of either his or his spouse's grandparents, father-in-law, mother-in-law, and one (1) day for funeral of brother-in-law, or sister-in-law. Such funeral leave may be extended at the discretion of the Director or acting director of the department.

6.02      Compensatory Time

Employees of the Fire Department shall receive compensatory time of three (3) days or nights per year. These days shall be regulated by the Fire Chief and Director of the Department. Such days shall not be accumulative on a yearly basis, unless an employee is denied any part of these three (3) days or nights by the Fire Chief or Director in which case that balance shall be added to the following year. Denial of said days shall not exceed two (2) years without financial remuneration for each day accumulated at daily rate of the employee.

Members must request a minimum of one (1) compensatory day in the sixth (6th) month period from January through June and the remaining two (2) days shall be requested in the sixth (6th) month period during July through December.

All compensatory time accrued under this article and would have been payable during active employment shall upon his demise, be paid pro rata to his estate provided such payment is deemed lawful by the City Corporation Counsel.

ARTICLE 7

7.01      Holidays

Effective January 1, 1978, each employee of the Department working a 42-hour week shall receive pay as per rate scheduled under Article 7.03 for twelve (12) holidays per year. Seven (7) days will be paid for on the first payday in June and five (5) on the first payday in December.

7.02

Employees in the Fire Department working other

than a forty-two (42) hour week shall continue to enjoy the same holidays as heretofore with time off for such days, except that in order to qualify under Article 7.01 such employees will be required to work the holidays and they shall receive pay for those holidays at their regular daily rate of pay based on an average of eleven and one half (11 1/2) hours per day.

7.03

Holiday Pay

Each employee of the Department shall receive pay for the number of holidays per year noted above in accordance with the above qualifications and based on the following rate schedule by rank:

(see page 9)

1978 Holiday Pay Schedule

<u>TITLE</u>	<u>MINIMUM STEP</u>	<u>MIDDLE STEP</u>	<u>MAXIMUM STEP</u>
Fire Chief	\$168.59	\$168.59	\$168.59
Depty Fire Chief	\$132.36	\$136.39	\$140.41
Chief Fire Signal System Operations	\$132.36	\$136.39	\$140.41
Chief Fire Signal System Maint. and Construction	\$132.36	\$136.39	\$140.41
Battalion Chief	\$108.33	\$112.35	\$116.38
Asst. Chief Fire Signal System Operations	\$108.33	\$112.35	\$116.38
Asst. Chief Fire Signal System Maint. and Construction	\$108.33	\$112.35	\$116.38
Cheif Inspector - Combustibles	\$108.33	\$112.35	\$116.38
Supervisor of Fire Apparatus	\$108.33	\$112.35	\$116.38
Fire Captain	\$ 96.25	\$100.28	\$104.30
Asst. Chief Inspector - Combustibles	\$ 96.25	\$100.28	\$104.30
Chief Fire Alarm Operator	\$ 96.25	\$100.28	\$104.30
Foreman-Fire Alarm and Telegraph	\$ 96.25	\$100.28	\$104.30

7.04      Pro Rata

15

The accumulated compensatory time due for holidays for the period 7/1/65 to 12/31/70 pursuant to Executive Orders #236 and #241 shall be taken at the discretion of the Director and if not so taken during the period of employment shall be granted as compensatory time leave upon age and service\*retirement and special retirement. It is understood and agreed that the provisions of Executive Orders #236 and #241 have terminated as of January 1, 1971.

7.05

All holiday benefits that have accrued to an employee and would have been payable during his active employment shall upon his demise, be paid pro rata to his estate provided such payment is reviewed by the City Corporation-Counsel to determine that it is consistent with this Agreement.

ARTICLE 8

8.01      Vacation

The vacation period for the Officers and Members of the Department, earned in accordance with the decision of Joseph F. Wildebush on December 1, 1973, shall begin on February 1st of each year and

remain in effect until January 31st of the following year.

The following schedule shall be observed:

	<u>Effective 1977</u>	<u>Effective 1/1/78</u>
Fire Chief.....	31 working days	32 working days
Deputy Chiefs.....	21 working days	22 working days
Battalion Chiefs....	19 working days	20 working days
Captains:.....	17 working days	18 working days

8.02

Procedure of Choosing for Officers

Vacations shall be chosen by all officers of the Department in order of seniority in the rank, on their assigned tours.

Deputy Chiefs shall choose among themselves, not more than one from each tour on vacation at the same time.

Battalion Chiefs shall choose among themselves on each tour, but not more than two from the same tour on vacation at the one time.

Captains shall choose among themselves on each tour in their respective Battalion Districts.

Not more than two captains from each tour on vacation at one time.

8.03

Procedure of Choosing for Firemen

(a) Battalion Chiefs shall determine the Department seniority of Firemen on each tour. Members with the same seniority shall draw for order of pick on their tour.

(b) Members who choose a split vacation shall not pick again until all members on the same tour have had their pick. The order of seniority shall again govern the second pick.

The total number of Firemen and Captains on vacation during the summer period at the same time shall not exceed six (6) in number (Total captains and firemen) for each tour in each battalion. If a vacation spot is not picked by a Captain, a fireman shall be allowed out in that spot.

The total number of Firemen and Captains on vacation during the winter period shall not exceed a total of one (1) Captain and three (3) Firemen in each tour in each Battalion.

Officers and Firemen on Fireboat #1 will draw their vacations with the members of the second Battalion district.

Officers and members of the Tactical Unit shall draw vacations with the First Battalion District.

Officers and members of the Rescue Squad shall draw their vacations with the Third Battalion District.

#### 8.04      Summer Split Vacation Period

The summer split vacation period consisting of six (6) working days will apply to all ranks of the Department and shall be between the last week of May and the third week of September of each year. The schedule for each tour for the summer split will be issued in a regular Department notice in January of each year.

#### 8.05      Full Vacations

Prior to the beginning of, and after the end of the summer split vacation period, vacations may be continuous.

Members of the Uniformed Force assigned to Special Details, Bureaus and Special Branches of the Department, and who are not included in this vacation schedule, shall be limited to the total number of vacation days allotted to members of comparable rank in the Active Fire Fighting Force governed by this schedule.

Annual vacations shall always be taken during the current year and within the period set forth in Section I of this Article. Request for deferment of vacation may only be granted by permission of the Director of the Fire Department.

Once vacations have been selected and approved, they may not be changed except under the following circumstances:

(a) When a member is on Sick Leave or Absence. Upon written request for a deferment from each member submitted prior to the date on which his vacation is to start.

(b) When for any reason a vacation period is vacated or becomes vacant. Deputy Chiefs shall have the authority to grant this type of change in vacation.

(c) For reasons which could be classified as extenuating circumstances. A written request shall be submitted.

Vacations of the Chief Officers shall be regulated by the Fire Chief subject to the approval of the Director.

Battalion Chiefs shall supervise the selection of vacations on their respective tours and shall forward same to their respective Deputy Chief for his approval before they are forwarded to the Fire Chief. In the event a tour does not have

a Battalion Chief assigned thereto, the Senior Battalion Chief of the District shall supervise the vacations.

Vacation schedule reports shall be made out in triplicate for each tour, signed by the Battalion Chief and Deputy Chief of such tour and forwarded to the Fire Chief by March 1st of each year.

In case any tour is depleted, due to sickness or otherwise, it shall be incumbent upon the working Deputy Chiefs to equalize, as nearly as possible, tour personnel department-wide. This equalization shall forestall, if possible, any company riding with a working strength of less than one (1) officer or acting officer and three (3) Firemen, with the exception of the Fireboat.

Members who have transferred from the Police Department shall be granted total vacation days commensurate with their total time in both Departments. Total time in both departments shall not apply with regard to tour seniority.

All vacation benefits that have accrued to an employee and would have been payable during his active employment shall upon his demise, be paid pro rata to his estate provided such payment is reviewed by the City Corporation Counsel to determine that it is consistent with this Agreement.

#### ARTICLE 9

##### 9.01 Time Off and Leave of Absence

The City agrees to provide time off for the following:

(a) With the approval of the Director, time off without loss of pay will be granted for the following: (1) The

President and Vice-President shall be excused from duties in the Fire Department to conduct the business of the Union. Such approval shall not be arbitrarily or unreasonably withheld by the Director.

(b) The President, and any two members of the Union, five (5) calendar days to attend the International Convention of the IAFF.

(c) The President, and any two (2) members of the Union, five (5) calendar days to attend the Convention of the New Jersey State Fire Fighters Association.

(d) The President, and any two members of the Union, three (3) calendar days to attend the Convention of the New Jersey State AFL-CIO.

(e) The Negotiating Committee of the Union shall be of reasonable size in order to promote harmonious and fruitful relations. Not more than three (3) members of the Committee in addition to the President of the Union, shall be granted time off from duty and shall suffer no loss or regular pay for meetings between the City and the Union for the purpose of negotiating the terms of an Agreement when such meetings take place at a time during which such members are scheduled to be on duty.

(f) The Grievance Committee of the Union, subject to the needs of the Department, shall be granted time off from duty and shall suffer no loss of regular pay to conduct its meeting at the various steps, so as to process any grievance when such meetings take place at a time during which such committee members are scheduled to be on duty.

(g) Not more than three (3) members of the Executive Board shall be excused at any one time from the Fire Department duties for a sufficient number of hours to conduct regular and special meetings of the Union.

9.02        Leave of Absence

An employee desiring a leave of absence without pay from his employment shall secure written permission from the employer. The maximum leave shall be for six (6) months and may be extended for like periods. If a leave is refused an employee, the matter may be referred by the employee to the grievance procedure. Application for leave of absence shall be made in writing at least one month prior to the date on which the requested leave is to commence, except in the case of emergency. A leave of absence without pay may be requested by the Union for two (2) of its members should they become officers of the International Union which shall be granted. All leaves of absence shall be granted in conformity with the rules and regulations of the Department of Civil Service.

9.03        Military Leave

Employees entering the military services of the United States, pursuant to the provisions of the Selective Service Act of 1948, shall retain all rights and privileges provided by this Act.

9.04        Accrued Compensatory Time

Any employee covered by this Agreement shall earn three (3) calendar days for each year of service which will be accrued as compensatory time leave to be granted upon age and

service retirement. Any sick leave time taken during the immediate twelve (12) months preceding retirement date shall be deducted from an employee's accrued calendar leave.

9.05      Sick Leave

Sick leave shall be in accordance with the provisions of N.J.S.A. 40:11-9. The Director shall establish after consultation with the Union, rules and regulations governing the application of this statute.

9.06      Leave of Absence for Education

Leave of absence for education in fire science and technology, or fire administration may be granted without loss of pay, subject to the approval of the Director.

9.07      Notice of Retirement

An employee must provide thirty (30) days written notice to the Director prior to the date that he requests his pre-retirement leave to begin. During such time, the employee shall be available and shall work his regular shift and assignment which shall be maintained without change, provided the employee can perform the work.

ARTICLE 10

10.01      Union Bulletin Boards

Subject to the prior approval of the Director, which approval shall not be unreasonably withheld, the City agrees to allow the Union bulletin board for the purpose of displaying Union notices. The use of intra-Department mail will be permitted

for the transmittal of all union notices. Such communications are subject to the approval of the Director as set forth above.

## ARTICLE 11

### 11.01 Manpower

Manpower of all divisions shall be designated by the Director of the Department.

### 11.02

There shall be no reduction in the present number of Fire Companies currently in service without prior consultation between the Director and the Union.

### 11.03

Overtime shall consist of scheduled, non-scheduled and emergency overtime.

#### Scheduled Overtime

Scheduled overtime shall consist of overtime required for vacation periods and all sick leave extending more than one working tour.

#### Non-Scheduled Overtime

Non-scheduled overtime shall consist of overtime for sick leave less than one working tour.

#### Emergency Overtime

Emergency overtime shall consist of all overtime for emergencies other than scheduled and non-scheduled overtime.

A roster list shall be established and maintained by the Fire Department in each Deputy Division for scheduled and non-scheduled overtime. The list shall contain all officers by rank

and seniority with tour and telephone numbers included. Officer personnel assigned to line duty shall be drawn from their list for scheduled and non-scheduled overtime. A separate overtime roster shall be established and maintained for overtime work in the Telegraph and Line Division. Officers called for scheduled overtime will be notified at least 24 hours prior to commencement of overtime and limited to two working days or nights. No officer will work more than 24 hours continuous duty on scheduled and non-scheduled overtime.

Tour number for overtime shall correspond to recall tour number in Fire Department Rules and Regulations. Officer personnel called for non-scheduled overtime must be able to report for duty at the commencement of the tour to be worked or forfeit his turn.

Overtime work, except in emergency, shall be voluntary. No employee shall be given a second opportunity at overtime until each name on the overtime list has been asked and either worked, refused, or forfeited overtime.

## ARTICLE 12

### 12.01      Life & Health Insurance

The City agrees to continue to provide Health Insurance Coverage during the lifetime of this Agreement for all employees and their eligible dependents in accordance with the current hospitalization plan (Blue Cross). The Medical-Surgical Plan shall be the Prudential 1400-3 Series, effective August 1, 1977.

The City reserves the right to change insurance carriers during the lifetime of the Agreement so long as substantially

similar benefits but no less than those presently in effect are provided by the new carrier. The City shall notify the Association if such change is made. In any event there shall be no interruption of medical benefit coverage for employees and their eligible dependents.

Each active permanent employee covered by this Agreement shall be covered, as of January 1, 1977 by a Life Insurance Five Thousand (\$5,000.00) Dollar Death Benefit to be insured by a reputable insurance company or at the City's sole option on a self-insured basis by the City itself. From January 1, 1977 up to and including July 31, 1977, the City shall also pay an additional Ten Thousand (\$10,000.00) Dollar benefit to a deceased employee's family for death resulting from an on the job injury. Effective August 1, 1977 the City shall provide either on a self-insured basis or through a reputable insurance carrier a Ten Thousand (\$10,000.00) Dollar Accidental Death and Accidental Dismemberment coverage.

The said benefits shall reduce to a total of One Thousand Five Hundred (\$1,500.00) Dollars for all active employees who are age sixty five (65) or who shall attain the age of sixty five (65). Said total of One Thousand Five Hundred (\$1,500.00) Dollars shall include all employees who were eligible under the terms of the previous contract or who should retire in the future.

Said Death Benefit Insurance Coverage shall apply only to employees of the City of Newark and not eligible dependents.

Any contract of insurance purchased by the City pursuant

to Sections 1 through 4 of this Article, shall be administered in accordance with the underwriting rules and regulations of the insurance carrier. The City's liability shall be limited to the provisions of the carrier's contract only.

15

## ARTICLE 13

### 13.01 Promotions

Budgeted vacancies in all officers ranks shall be filled within thirty (30) days by promotion from a valid Civil Service list. Whenever possible the City will endeavor to maintain a valid promotion list for all ranks at all times. Equal standards and qualifications shall apply to all candidates for promotion.

## ARTICLE 14

### 14.01 Management Rights

The City, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- (a) To the executive management and administrative control of the City Government and its properties and facilities, and the activities of its employees;
- (b) To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
- (c) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

### 14.02

The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE 15

15

15.01 Rules and Regulations

The City may establish and enforce reasonable and just rules and regulations in connection with its operations of the various departments and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies of new rules and regulations shall be furnished to the Union and opportunity for the discussion of the rules and regulations shall be afforded to the Union.

The Union shall have the opportunity to grieve the continuation of any rule or regulation for a period of thirty (30) calendar days after the execution date of this Agreement or the promulgation of any new rule or regulation thirty (30) calendar days after the promulgation and furnishing of same to the Union as to the reasonableness or propriety of said rule or regulation. The foregoing shall not preclude the Union from grieving the application or interpretation of any rule or regulation in accordance with Article 28.

It is understood that employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. If an employee or employees believe a rule, regulation,

instruction or order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article 28 of this contract.

In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or other superior, the City shall have the right, at its option, to suspend, discharge / the offending employee or employees, subject only to the right of the employee or employees to have the suspension or discharge/treated as a grievance. This shall not operate as a stay of the suspension or discharge.

#### ARTICLE 16

##### 16.01      No Strike - No Lockout

During the life of this Agreement, the Union agrees that there shall be no strike of any kind, slowdown, sitdown, stay-in, boycott, unlawful picketing, work stoppage or any other type of organized interference, coercive or otherwise with the City of Newark's business, and further that the Union will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned, including but not limited to publicly disavowing such action in the local newspapers and ordering all such members who

participate in such activity to cease and desist from same immediately and to return to work along with such other steps as may be necessary under the circumstances, to bring about compliance with its order. In cases of such activity described herein, the City of Newark may impose disciplinary measures or discharge the employees directly or indirectly involved. In consideration of the foregoing, the City of Newark agrees not to lock out or cause to be locked out any employee covered under the provisions of this Agreement.

Nothing set forth above shall prohibit the Union from publicizing its aims and objectives by all lawful means.

#### ARTICLE 17

##### 17.01 Hours of Work

The work week for all employees who perform firefighting duties shall be an average of not more than forty-two (42) hours computed over periods of duty in an eight (8) week cycle based on the schedule of two (2) days of ten (10) hours each, followed by forty-eight (48) hours off, followed by two (2) nights of fourteen (14) hours each, followed by seventy-two (72) hours off, followed by two (2) days of ten (10) hours each and so on.

##### 17.02

In accordance with the needs of the Department, the work week of the employees in the Alarm and Radio Division, Bureau of Combustibles, Special Services, Arson Squad, and Training Academy shall be assigned by the Director on the same

basis as heretofore, but no more than forty-two (42) hours per week. Nothing in this section shall limit the Director in regulating or changing the specific hours of work.

## ARTICLE 18

### 18.01 Overtime

All overtime must be authorized by the Deputy Fire Chief or his designee.

Overtime shall be paid at the rate of time and one-half (1 1/2) above the normal rate of pay for all time worked in excess of forty-two (42) hours per week in accordance with Article 17.01. Overtime on a particular shift of less than fifteen (15) minutes duration shall not be compensated for. Overtime on a shift in excess of fifteen (15) minutes and up to and including thirty (30) minutes shall be paid for in the amount of thirty (30) minutes. Overtime on a shift in excess of thirty (30) minutes and up to and including one (1) hour shall be paid for in the amount of one (1) hour. Thereafter, overtime shall be paid for in segments of fifteen (15) minutes. The minimum call back pay shall be four (4) hours. All overtime pay to be paid without unreasonable delay.

### 18.02

All employees in the alarm and Radio Division, Bureau of Combustibles, Special Services, Arson Squad, and Training Academy (employees working less than a forty-two (42) hour work week) shall be paid overtime at one and one-half (1 1/2) times the regular hourly rate of the Fire Fighting Force only after

forty (40) hours have been worked in one week.

18.03

The City and the Union recognize that the Agreement between the parties which preceded and has been replaced by this Agreement provided for the payment of overtime at the rate of time and one-half (1 1/2) the employee's regular hourly pay. That provision was suspended in the preceding Agreement in view of the recent Superior Court decision involving the P.B.A. and the City of Irvington concerning such payment. With, however, the enactment of Senate Bill No. 381 permitting overtime payments at the rate of time and one-half (1 1/2) the City is now legally able to resume overtime payments at such rates and will do so prospectively from the effective date of the aforementioned legislation. (August 9, 1972)

18.04

Any employee required to appear in a judicial or administrative proceeding in connection with his duties on his time off shall be paid a minimum of three (3) hours at the employee's straight time rate. This payment shall cover all such appearances in any one day.

Unless exonerated, this payment shall not apply to the Defendant in an inter-departmental hearing or his witnesses.

ARTICLE 19

19.01      Longevity

All employees of the Fire Department covered by this

Agreement shall be entitled to and paid longevity pay in accordance with the provisions of Ordinance 6S & F/H adopted November 2, 1966, entitled "Ordinance to Establish a Longevity Pay Program for Employees of the City of Newark, New Jersey."

#### ARTICLE 20

##### 20.01      Clothing Allowance

All employees of the Fire Department covered by this Agreement shall be entitled to an annual clothing allowance as follows:

1978      \$350.00

This allowance is payable on the second payday of December.

#### ARTICLE 21

##### 21.01      Training of New Officer Personnel

The City agrees to maintain an officer administrative and training course for both present officers and potential officers taken from a certified Civil Service list. Such course shall be approved by the Director and Fire Chief in consultation with the Union.

#### ARTICLE 22

##### 22.01      Safety Program

The City agrees to institute an effective safety pro-

gram with a Safety Committee comprised of the Fire Director, Fire Chief, Safety Officer, one representative appointed by the Union representing the Fire Officers and one representative appointed by the Union representing the Firemen. Wherever practicable, the recommendations from this committee will be implemented as soon as possible.

22.02      Accident Review Board

The Union shall have the privilege of appointing one member to the Accident Review Board.

ARTICLE 23

23.01      Riots and Duties of Police

The City shall not assign any employee covered by this contract to such duties as school crossing guards, police patrol duties, or supervision over such police functions. This shall not prohibit the use of such employees as supervisors in the Arson Squad or to issue traffic summonses as set forth under State Law.

23.02

The City shall not require any employee to use hose streams or any other method actively to take part in the quelling of any civil disorder. This clause is not intended to interfere with the usual and regular performance of an employee's firefighting duties.

## ARTICLE 24

### 24.01 Mutual Aid

The City shall see that employees while rendering aid to another community are fully covered by workmen's compensation and liability insurance and pensions as provided by State Law.

### 24.02

The City shall not require employees covered by this contract to relocate personnel and apparatus on a standby basis to other communities whose Fire Fighters or Officers are engaged in a job action. This will not preclude the use of personnel and apparatus of the City of Newark to suppress an actual fire when so requested by another community. This provision is subject to and modified by the New Jersey Civil Defense Act and the rules and regulations promulgated thereunder.

## ARTICLE 25

### 25.01 Non-Fire Fighting Activities

Fire apparatus and/or fire department personnel shall not be required to participate in community relations activities without prior consultation with the Union.

## ARTICLE 26

### 26.01 Fire Labor-Management Committee

A Fire Labor-Management Committee shall be established for the purpose of discussing at mutually agreeable times, matters of mutual concern but not to include amendment of this Agreement.

This committee shall be limited to no more than four labor and four management members and shall meet, except by mutual waiver in writing, no less than once every two months at a date agreed upon by the Fire Director and the President of the Union.

## ARTICLE 27

### 27.01. - Grievance Procedure

The purpose of the grievance procedure shall be to settle all grievances between the employer and the employees covered by this Agreement, so as to insure efficiency and promote employees' morale. A grievance may be raised by an individual, the Association on behalf of an individual or group of individuals, or the City.

The matter shall first be discussed orally with the employee's immediate supervisor within three (3) days of the occurrence giving rise to the grievance. No settlement of a grievance presented by an employee shall contravene the provisions of this Agreement. If such discussion does not resolve the grievance, it may be processed to the next step.

If within five (5) days, exclusive of Saturdays and Sundays, the grievance is not resolved with the immediate supervisor, then the grievance shall be presented in writing to the Union and the Chief of the Fire Department. The Fire Chief shall arrange for such meetings and make such investigations as are necessary to give his answer in writing within five (5) days, exclusive of Saturdays and Sundays, on receipt of the written grievance. If this answer does not resolve the grievance, it may be processed by the Union within five (5) days, exclusive

of Saturdays and Sundays, to the Director of the Fire Department.

Within five (5) days, exclusive of Saturdays and Sundays, of the transmittal of the written answer by the Director, and the grievance is not settled to the satisfaction of both parties, either party to the Agreement may request that the grievance be submitted to arbitration as hereinafter set forth.

Grievances initiated by the City shall be filed directly with the Association within three (3) days of the occurrence giving rise to the grievance. A meeting shall be held within ten (10) days after filing a grievance between representatives of the City and the Association in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with the provisions of this Article.

Any employee who elects to proceed to arbitration shall be deemed to have waived his right to proceed under Civil Service Law, Rules and Regulations and Procedures.

27.02      Arbitration

Either party may submit the grievance to Mr. Charles S. Sobol who shall serve as the impartial arbitrator under the terms of this Agreement. In the event Mr. Sobol is unable to serve, either party may submit the grievance to the New Jersey State Board of Mediation for the appointment of an impartial

arbitrator in accordance with their Rules and Regulations, who shall have full power to hear and determine the dispute between the parties. The arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms and conditions of the Agreement and shall decide the dispute within thirty (30) days after the hearings have been closed. The expense of arbitration shall be borne equally by the parties. Only the Employer or the Union shall have the right to submit a grievance to arbitration.

No arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Director of the Fire Department. In the event the aggrieved elects to pursue his Civil Service procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration and the Union shall pay whatever costs may have been incurred in processing the case to arbitration.

#### 27.03      Union Visitation

Authorized representatives from the Union's Executive Board shall be allowed to visit the Fire Stations or City Hall for the purpose of ascertaining whether or not this Agreement is being observed. Upon entering the premises, the authorized representative(s) shall notify the Officer-in-charge, or in his absence his immediate subordinate. Such visitation shall not interfere with the normal conduct of work within the Department.

## ARTICLE 28

### 28.01 Duration

This Agreement as herein amended and supplemented shall be effective as of January 1, 1978 and shall remain in full force and effect through December 31, 1978, and thereafter from year to year until terminated. It may be terminated at the end of the term of this contract by notice in writing by one party served thirty (30) days prior thereto upon the other party.

### 28.02 Negotiations

On or after July 1, 1977, and prior to October 1, 1977, either party may serve notice upon the other party of a desire to change, modify or terminate the Agreement. In the event that the parties have not achieved a mutually satisfactory agreement by November 1, 1977, the parties will file a joint request, in writing, for the appointment of a mediator with the Public Employment Relations Commission pursuant to Chapter 303, Public Laws of 1968. The aforementioned date may be extended by mutual agreement of both parties.

### 28.03 Negotiations Procedure

The parties agree to meet at reasonable times during the period between the opening of negotiations and November 1, 1977, in good faith effort to conclude negotiations amicably. The parties further agree that Minutes of each negotiation's session or a Memorandum of such session shall be agreed upon by the parties and initialed at the subsequent negotiation's session.

## ARTICLE 29

### 29.01 Savings Clause

In the event that any provision of this Agreement shall at any time be declared invalid by Legislative act or any court of competent jurisdiction, or through government regulations or decree, such decision shall not invalidate the entire Agreement; it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

### 29.02

The Association shall be responsible for acquainting its members with the Provisions of this Agreement, and shall be responsible for the adherence of the terms of this Agreement by its members during the life of this Agreement.

## ARTICLE 30

### 30.01 Fully Bargained Provisions

This Agreement represents and incorporates the complete and final understanding and settlement by the parties. During the term of this Agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

### 30.02

This Agreement shall not be modified in whole or in

part by the parties except by an instrument in writing only  
executed by both parties.

Witnessed:

CITY OF NEWARK

15

Witnessed:

PROFESSIONAL FIRE OFFICERS  
ASSOCIATION LOCAL 1860, IAFF  
AFL-CIO

Agreement between the City of Newark, New Jersey and  
Professional Fire Officers Association, Local 1860, IAFF, AFL-CIO.

January 1, 1978 through December 31, 1978

APPENDIX A

<u>POSITIONS</u>	<u>ANNUAL MINIMUM SALARY</u>	<u>MIDDLE STEP</u>	<u>ANNUAL MAXIMUM SALARY</u>
Deputy Fire Chief	25,157	25,915	26,680
Chief of Fire Signal System Operation	25,157	25,915	26,680
Chief of Fire Signal System Maintenance & Construction	25,157	25,915	26,680
Battalion Fire Chief	20,580	21,344	22,105
Assistant Chief of Fire Signal System Operations	20,580	21,344	22,105
Assistant Chief of Fire Signal System Maintenance & Construction	20,580	21,344	22,105
Chief Inspector of Combustibles	20,580	21,344	22,105
Supervisor of Apparatus	20,580	21,344	22,105
Fire Captain	18,293	19,057	19,817
Assistant Chief Inspector of Combustibles	18,293	19,057	19,817
Chief Fire Alarm Operator	18,293	19,057	19,817
Foreman, Fire Alarm Telegraph	18,293	19,057	19,817

ARTICLE 31

APPENDIX B

All prior ordinances or parts of prior ordinances which relate to the above position titles, hours of employment, annual minimum salary and annual maximum salary therefor, which are inconsistent herewith, as hereinabove set forth, are hereby repealed.

The City agrees to maintain the existing parity in pay between all current ranks in the Fire and Police Departments. Any adjustment of pay for any rank will be applied on a parity basis to all other ranks.

This contract is subject to approval by the Municipal Council of the City of Newark.

IRB#052174

ARTICLE 31

APPENDIX B

All prior ordinances or parts of prior ordinances which relate to the above position titles, hours of employment, annual minimum salary and annual maximum salary therefor, which are inconsistent herewith, as hereinabove set forth, are hereby repealed.

The City agrees to maintain the existing parity in pay between all current ranks in the Fire and Police Departments. Any adjustment of pay for any rank will be applied on a parity basis to all other ranks.

This contract is subject to approval by the Municipal Council of the City of Newark.